

## INDEPENDENT CONTRACTOR AGREEMENT

This independent contractor Agreement (this “Agreement”) is entered into as of \_\_\_\_\_, 2021, by and between Swoop It Up, Inc., a Delaware corporation (the “Company”), and \_\_\_\_\_, an individual residing at \_\_\_\_\_, California (“Contractor” or “Swooper”).

**WHEREAS**, the Company is in the business of providing a delivery service to customers in the United States, primarily residing in the State of California, through a proprietary developed app “Swooper,” available on a hand-held device, such as iOS or Android (the “Application”), which allows the Company’s customers to order and schedule a pick-up and delivery of various consumer’s products to selected destinations, including but not limited to, USPS, UPS, and FEDEX; and

**WHEREAS**, the Company desires to engage Contractor as an independent logistic delivery provider to perform a pick-up and delivery services to the Company’s customers on as needed basis using the Application (the “Delivery Services”), and the Contractor agrees to provide such Delivery Services to the Company’s customers subject to the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises made herein, the parties agree to the following:

1. The Delivery Services. The Contractor shall commence the Delivery Services upon the execution of this Agreement by the Contractor and the Company and by downloading the Application and by registering his/her individual account on the Application. The registration process includes the requirements to provide a government ID, including a Driver’s license, and an additional picture, which would be displayed on the Application identifying Swooper to the Company’s customers as their delivery provider, Swooper. Once the Contractor completes the registration process, the Contractor can start using the Application and shall indicate his/her availability during a particular day and time, which schedule may be selected by the Contractor, and to perform the Delivery Services in the specific geographic area. If the Contractor’s status is displayed on the Application as available for the Delivery Services, the Contractor will receive an alert that a particular Company’s customer needs a pick-up in the area nearby, and the Contractor will have a choice to accept or reject the Delivery Service for a particular customer. If the Customer accepts to perform the Delivery Service, an alert will notify the Contractor of the pick-up address, and the customer will be notified when the Contractor arrives for a pick-up. In accordance with the CDC guidelines, due to the pandemic of COVID-19, the Contractor shall use a curb-side pick-up of packages outside of customers’ premises at all times, to keep social distancing guidelines, and shall wear facial covering. During the process of collecting and picking up various packages and delivering them to the customer’s desired destination, the Contractor shall stay on the Application at all times, to allow to monitor the process of the Contractor’s Delivery Services. The Contractor may, but does not have to, pick-up packages from multiple customers who are using Standard Services, in accordance with the Company’s policies, within the same geographic area, on the way to the drop off destination, provided that the Contractor is staying online and the process is being monitored by the Company.

2. Independent Contractor Status; Expenses. The Company engages the Contractor only for the purposes and to the extent as set forth in this Agreement, and the Contractor's relation to the Company during the term of this Agreement shall be that of an independent contractor, and shall cause the Contractor in any way to be construed as a partner or a joint venture with, or an employee of, Company in connection with or arising from the Contractor's performance of the Delivery Services to the Company pursuant to this Agreement. The Contractor will be able to set up his/her own goal and will receive compensation based upon achievement of such goal. The Contractor shall be solely responsible for all means and safety and security programs in connection with the performance of the Delivery Services, and all expenses incurred while performing the Delivery Services under this Agreement. This includes automobile, maintenance, repair costs, vehicle and other license fees and permits, insurance premiums, road, fuel, and other taxes, fines, hand-held device expenses, and maintaining such vehicle in compliance with the laws of the State of California or other states, as applicable. Contractor shall be responsible for the payment of all of his/her own federal income taxes and any and all corresponding state, county and local taxes, and the Contractor hereby agrees to meet such responsibilities. The Agreement can be terminated by either Contractor or the Company for any reason at any time by providing a three-day written notice to another party.

3. Contractor's Representations and Warranties. In connection with the performance of the Delivery Services to the Company and its customers, the Contractor represents and warrants as follows:

a) Contractor is an individual over the age of 18 and has all necessary power, authority and capacity to enter into this Agreement and has taken all action necessary to consummate the transactions contemplated hereby and to perform its obligations hereunder, or if the Contractor is less than 18 years of age, then one of the Contractor's parents shall execute this Agreement as a co-signer and complete the attached Parent Guardian Form. This Agreement when duly executed and delivered by Contractor or Contractor's Parent, will constitute a legal, valid and binding obligations of the Contractor, enforceable against Contractor in accordance with its terms;

b) Contractor represents, warrants and covenants to perform the Delivery Services in a professional manner, to use the Application in accordance with the Company's standards, subject to the Company's Terms of Use and the Privacy Policy, and to notify the Company regarding the Contractor's availability to perform the Delivery Services promptly;

c) Contractor agrees and acknowledges that Contractor shall comply with all laws requiring drivers and other licenses, permits, and certificates, as applicable, required to carry out the Delivery Services under this Agreement; that he/she further acknowledges that if the Contractor perform the Delivery Services in violation of the Company's standards and policies and the applicable laws, such Delivery Services shall be deemed unauthorized, and shall be performed entirely at Contractor's own risk, and the Company shall not be obligated to compensate the Contractor or incur any cost or liability whatsoever for any unauthorized services of the Contractor. Contractor acknowledges that, except for providing the Application to be utilized by Contractor pursuant to the terms of this Agreement and the Company's Terms of Use, the Company will not take any responsibility for the Delivery Services and will not incur any

liabilities for Contractor's performance of his/her services, particularly if those services were not authorized by the Company.

4. Compensation. In connection with the performance of the Delivery Services, the Company will pay the Contractor the following commissions and/or bonuses:

a) Contractor shall receive a commission of 25% of the total amount paid by the customer to the Company for the Delivery Services, and 100% of any tips paid by such customer;

b) Contractor is entitled to bonuses based upon the number of packages delivered during one shift: (i) for 50 packages delivered per shift, Contractor shall receive a \$25.00 bonus; (ii) for 100 packages delivered per shift, Contractor shall receive a \$50 bonus; (iii) for 150 packages delivered per shift, Contractor shall receive a \$75.00 bonus;

c) Contractor is entitled for a \$50 bonus for the referral of a driver that becomes a Swooper and delivers a total of up to 100 packages.

5. Confidential Information. Contractor acknowledges that it will be necessary for Company to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Company. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Company without Company's prior written permission except to the extent necessary to perform services on Company's behalf. Proprietary or confidential information includes: the Application, the Company's logo, the written, printed, graphic, or electronically recorded materials furnished by Company for Contractor to use any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Company makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information, and information belonging to customers of Company about whom Contractor gained knowledge as a result of Contractor's Delivery Services to the Company. The Company grants to Contractor a non-exclusive, non-transferable, and revocable license to use to use the Application for the Delivery Services only in accordance with the Company's policies, Terms of Use and the Privacy Policy. Upon termination of Contractor's services to Company, or at Company's request, Contractor shall deliver to Company all materials in Contractor's possession relating to Company's business. Contractor acknowledges that any breach or threatened breach of this Agreement will result in irreparable harm to Company for which damages would be an inadequate remedy. Therefore, Company shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of this Agreement. Such equitable relief shall be in addition to Company's rights and remedies otherwise available at law.

6. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless each of the Company, its directors, shareholders, principals, employees, agents and representatives and the Company's customers (collectively,

“Indemnitees”) from and against any and all claims, demands, damages, losses, expenses, causes of action, judgments, obligations, and any liabilities, costs and expenses (including, but not limited to investigative and repair costs, attorney’s fees and costs (collectively, “Claims”) arising out of or resulting from the Delivery Services provided or omitted under this Agreement by the Contractor. The Contractor’s indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated, and shall continue until any and all actions against the Indemnitees for such matters are fully and finally adjudicated and barred by applicable laws. Nothing contained herein shall be construed to obligate the Contractor to indemnify and hold the Indemnitees harmless for Claims caused by the negligent acts or omissions of the Indemnitees. The Indemnitees shall in its sole and complete discretion select attorneys to defend the Indemnitees against the claim at commercially reasonable rates. Without limitation of the foregoing, Contractors’ indemnity obligations under this shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys’ and experts’ fees), and punitive damages (if any) arising out of, or in connection with, any (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code, or requirement of a public authority that bears upon the performance of the Delivery Services by the Contractor, (ii) means, methods, procedures, techniques, or sequences of execution or performance of the Delivery Services, and (iii) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under this Agreement, or any violation of any permit or other approval of a public authority applicable to the Delivery Services, by the Contractor.

7. Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to that body of laws pertaining to conflict of laws. The parties may, but shall not be required to resolve any disputes arising out of this Agreement by arbitration. To the extent that parties shall not submit the resolution of disputes arising out of this Agreement to arbitration, each party hereby irrevocably submits to the nonexclusive jurisdiction of the state] and federal courts sitting in the State of California, County of Sonoma for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail, or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. The parties hereby waive their right to trial by jury.

8. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Contractor. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company and the Contractor have executed this Agreement as of the date first written above.

**COMPANY**

**CONTRACTOR**

BY: \_\_\_\_\_  
David Azevedo  
President

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_